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1	Jnited States Bankruptcy Court fo	or the:	
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	Case number (If known):	Chapter 11 2020 JAN 24 PM 1-4-	
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C	fficial Form 105	O. A. Old Marketine and Market	
I	nvoluntary Pe	tition Against an Individual	12/15
ca po kn	se against a non-individual, us ssible. If more space is needed own).	otcy case against an individual you allege to be a debtor subject to an involuntary case. If you wanter the Involuntary Petition Against a Non-individual (Official Form 205). Be as complete and accurate, attach a separate sheet to this form. On the top of any additional pages, write name and case nuter of the Bankruptcy Code Under Which Petition Is Filed	ite as
	Charter of the	Charles	-
1.	Chapter of the Bankruptcy Code	Check one:	
		Chapter 7	
	· 	Chapter 11	į
Pa	identify the Debtor		
2.	Debtor's full name	Alexander	
	•	First name	
		Emric	
	·	Middle name	
		Jones Last name	
		may (Paristy	
		Suffix (Sr., Jr., II, III)	
3.	Other names you know	Alexander Emerick Jones CAKADER	
	the debtor has used in the last 8 years	Alex Jones (4K-4)	
	Include any assumed,	Alexander E. Jones CALA)	
	married, maiden, or trade names, or doing business as names.		
4,	Only the last 4 digits of debtor's Social Security	☑ Unknown	and the second s
	Number or federal Individual Taxpayer Identification Number (ITIN)	xxx - xx - <u>5 9 8 9</u> or <b>9</b> xx - xx	A A A
5.	Any Employer Identification Numbers (EINs) used in the last 8	☐ Unknown	
	years	EIN	e proportion de la companya de la co

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1 3	ans.	വ

# Alexander Emric Jones

Case number	(if known)	

6,	Debtor's address	Principal residence	Mailing address, if different from residence
		Number Street	3019 Alvin DeVane Boulevard, Suite 350 Number Street
			FREE SPEECH SYSTEMS, LLC
		City State ZIP Code	Austin TX 78741 City State ZIP Code
		City State ZIP Code	City State ZIP Code
		County	
		Principal place of business	
		3019 Alvin DeVane Boulevard, #350 Number Street	
		FREE SPEECH SYSTEMS, LLC	
		Austin TX 78741 City State ZIP Code	
		78741 TRAVIS	
7.	Type of business	☐ Debtor does not operate a business	
		Check one if the debtor operates a business:	04/0743
		Health Care Business (as defined in 11 U.S.C. § 1  Single Asset Real Estate (as defined in 11 U.S.C.	· · · · · · · · · · · · · · · · · · ·
		Stockbroker (as defined in 11 U.S.C. § 101(53A))	\$ 101(01b))
		Commodity Broker (as defined in 11 U.S.C. § 101(	(6))
		None of the above	
8.	Type of debt	Each petitioner believes:	
	•	Debts are primarily consumer debts. Cons "incurred by an individual primarily for a personal,	
		Debts are primarily business debts. Busine for a business or investment or through the operation	ess debts are debts that were incurred to obtain money tion of the business or investment.
9.	Do you know of any bankruptcy cases	☑ No	досу программу у пред с суду досугу на весоному и постоя на программу
	pending by or against	Yes. Debtor	Relationship
	any partner, spouse, or affiliate of this debtor?	DistrictDate filed	Case number, if known MM / DD / YYYYY
		Debtor	Relationship
		District Date filed	Case number, if known MM / DD / YYYY

Debtor
--------

# Alexander Emric Jones

Case number	(ř known)	

Part 3:	Report About the	Case		
10. Ven	ue	Check one:		
Rea	son for filing in this court.	Over the last 180 days before the business, or had principal assets	e filing of this bankruptcy, the debtor has resided, had the pri s in this district longer than in any other district.	ncipal place of
		☐ A bankruptcy case concerning d	ebtor's affiliates, general partner, or partnership is pending in	this district.
		Other reason. Explain. (See 28 l	J.S.C. § 1408.)	
11. Alle	gations	Each petitioner is eligible to file this	v	undergrammin AMMANDA unga mela Antonominatunggan penamatunggan menambanggan m
		The debtor may be the subject of ar	n involuntary case under 11 U.S.C. § 303(a).	
		At least one box must be checked:		
		The debtor is generally not paying bona fide dispute as to liability of	ng such debtor's debts as they become due, unless they are t r amount.	the subject of a
			of this petition, a custodian, other than a trustee, receiver, or is than substantially all of the property of the debtor for the purappointed or took possession.	
12. Has	there been a	☑ No	and the second s	a (i. i. i.) in the second of the first of the second or t
aga	sfer of any claim inst the debtor by or ny petitioner?		evidence the transfer and any statements required under Ban	kruptcy Rule
13. Eac	h petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	-	Kelly R. Jones	Default on Promissory Note	
				\$ 786,861.00
		to an expression for the commencer state or state that the state of the state that the state of	ANDERSON TO THE STATE OF THE ST	*
-				\$
		- Paragraphy is specifically an interest to the second second second second second second second second second		\$
		Annual Market in the Annual Annua	одил на в 1956 година на од 1966 година на од 1966 година на 1966 година на 1966 година и 1966 година и 1966 година на 1966 година на 1966 година и 1966 го	\$ 786,861.00
		of perjury, each petitioner's ( along with the signature of th	ach additional sheets with the statement under penalty or representative's) signature under the statement, the petitioner's attorney, and the information on the oner's claim, the petitioner's representative, and the on this form.	

Debtor	

# Alexander Emric Jones

Case number	(if known)	

# Part 4:

# Request for Relief

Petitioners request that an order for relief be entered against the debtor under the chapter specified in Part 1 of this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioners declare under penalty of perjury that the information provided in this petition is true and correct. Petitioners understand that if they make a false statement, they could be fined up to \$250,000 or imprisoned for up to 5 years, or both.

18 U.S.C. §§ 152 and 3571. If relief is not ordered, the court may award attorneys' fees, costs, damages, and punitive damages. 11 U.S.C. § 303(i).

	etitioners' Representativ	re j	Attorneys		
: WO	QQ.A,		×		
Signature of petition	nenor representative including	g representative's title	Signature of attorney		~~~
Kelly R. Jo Printed name of pet	nes lilioner	######################################	Printed name		
Date Stylled	1/23/2020 M / DD /YYYY	To delegate the second	Firm name, if any	··	
Mailing address	of petitioner	Activities the second	Number Street		
11601 Hwy 2	90 W., Suite A101-30	07	City	State	ZIP Code
Austin	TX	78737	Date signed		
City	Di-1-	ZIP Code	WW / DE	7 / YYYY	
City	State	ZIF Code (i)	Contact phone	Email	
If petitioner is ar	State n individual and is not re	epresented by an	Contact phone	Email	
	n individual and is not re 888-995-3559	epresented by an	Contact phone	Email	
If petitioner is an attorney:	n individual and is not re	epresented by an	Contact phone	Email	
If petitioner is an attorney: Contact phone Email	n individual and is not re 888-995-3559	epresented by an  ly.com  's representative, if any	Contact phone	Email	
If petitioner is an attorney: Contact phone Email	n individual and is not re 888-995-3559 service@violetkell	epresented by an  iy.com  s representative, if any	Contact phone	Email	
If petitioner is an attorney: Contact phone Email  Name and mailing	n individual and is not re 888-995-3559 service@violetkell	53	Contact phone	Email	

# Exhibit A: Alexander Emerick Jones' ("Maker's) 72 Month Promissory Note March 19, 2015

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other accounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (a) demand for payment, (b) presentation of payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

Date:

Maker: Alexander Emerick Jones

Maker's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Payee: Kelly R. Jones, as her sole and separate property and estate

Place for Payment: 12250 Trautwein Road, Austin, Hays County, Texas

Principal Amount: Two Million Seven Hundred and Twenty-Seven Thousand nine hundred and

Fifty-One and No/100 Dollars (\$2,727,951)

Annual Interest Rate: Five percent (5%)

Annual Interest Rate on Matured, Unpaid Amounts: Five percent (5%).

Terms of Payment (principal and interest):

Principal and interest on this Real Estate Lien Note ("Note") are due and payable in monthly installments of Forty-Three Thousand Nine Hundred Thirty-Three and No/100 Dollars (\$43,933.00) each, beginning forty-five days after the signing of the Final Decree of Divorce between Payee and Maker in Cause No 13-2647, In the Matter of the Marriage of K.R.J. and A.J., by the Presiding Judge of the 428th Judicial District Court of Hays County, Texas, and continuing on the same day of each following calendar month until all payments of principal and interest called for herein have been paid in full. Payments shall be sent to 12250 Trautwein Road, Austin, Texas 78737.

Security for Payment:

This Note is secured by two deeds of Trust dated of even date herewith by Maker for the benefit of Payee. The Deeds of Trust grant Payee a lien on the following real property:

15101 Back of the Moon St. D., Austin, TX 78734, legally described as Lot 3, Amended Plat Of Back Of The Moon Subdivision, A Subdivision in Travis County, Texas, According to the Map Or Plat Thereof Recorded In Volume 93, Page 282, Of The Plat Records Of Travis County, Texas. and

Pedernales Hills Ranch, Lot 18, 5.01 Acres, legally described as BEING Tract 18, Pedernales Hills Ranches, a subdivision situated in Blanco County, Texas, according to Plat in Volume 1, Page 123-126, Plat Records of Blanco County, Texas; together with ingress and egress easement more particularly described in Volume 112, Page 782, Deed Records of Blanco County, Texas.

Maker promises to pay to the order of Payee the principal amount plus interest at the

annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

Maker also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce entered in Cause No. 13-2647 by the District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of R.A.J., C.A.J. and G.G.J.,

minor children."

3-19-15 2:20 Deed of Trust

Date:

Grantor: Alexander Emerick Jones

Grantor's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Trustee: James S. Gilbreath

Trustee's Mailing Address: 1301 S. Capital of Texas Highway, Suite C-120, Austin, Travis

County, Texas 78746

Beneficiary: Kelly R. Jones

Beneficiary's Mailing Address: 12250 Trautwein Road, Austin, Hays County, Texas 78737

Note

Date:

Original Principal Amount: \$2,727,951.00

Maker: Alexander Emerick Jones

Payee: Kelly R. Jones

Maturity Date: Payable in 72 equal monthly installments of \$43,933.00 each beginning 45 days after the signing of the Final Decree of Divorce in Cause No. 13-2647 by the Presiding Judge of the 428<sup>th</sup> Judicial District Court of Hays County, Texas.

Property (including any improvements):

15101 Back of the Moon St. D., Austin, TX 78734, legally described as Lot 3, Amended Plat Of Back Of The Moon Subdivision, A Subdivision in Travis County, Texas, According to the Map Or Plat Thereof Recorded In Volume 93, Page 282, Of The Plat Records Of Travis County, Texas

Prior Lien(s): None.

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

# Exhibit B:

Alexander Emerick Jones' Grant of Deed of Trust In 15101 Back of the Moon St. D. Austin, Tx 78734 (Travis County) March 19, 2015

¶15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

## Clauses and Covenants

# A. Grantor's Obligations

Grantor agrees to-

- keep the property in good repair and condition;
- 2. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- 3. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- 4. maintain all insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary at least ten days before the expiration of the Required Insurance Coverages;
  - 5. obey all laws, ordinances, and restrictive covenants applicable to the property;
  - 6. keep any buildings occupied as required by the Required Insurance Coverages;
- 7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
  - 8. notify Beneficiary of any change of address.

# B. Beneficiary's Rights

- 1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
- 3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.
- 4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

- 5. If Grantor falls to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
- 6. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may
  - a. declare the unpaid principal balance and earned interest on the note immediately due;
  - b. exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect;
  - c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
- 7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

# C. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will-

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- 2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;
  - 3. from the proceeds of the sale, pay, in this order
    - a. expenses of foreclosure, including a reasonable commission to Trustee;
    - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    - c. any amounts required by law to be paid before payment to Grantor; and
    - d. to Grantor, any balance; and
- 4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust

created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

## D. General Provisions

- 1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
  - 2. Recitals in any trustee's deed conveying the property will be presumed to be true.
- 3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
- 5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- 6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.
- 7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code, as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.
- 8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded.

This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

- 9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
- 10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.
  - 11. When the context requires, singular nouns and pronouns include the plural.
- 12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.
- 13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.
  - 14. If Grantor and Maker are not the same person, the term Grantor includes Maker.
- 15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.
- 16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
- 17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- 18. Grantor represents that this deed of trust and the note are given for the following purposes:

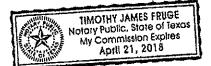
This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. 13-2647, rendered by the 428th Judicial District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of R.A.J., C.A.J. and G.G.J., minor children."

Alexander Emerick Jones

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on //wch 1975 2015 by the Back of the Moon, undersigned Alexander Emerick Jones, Grantor



Notary Public, State of Cexas

AFTER RECORDING, RETURN TO:

James S. Gilbreath 1301 S. Capital of Texas Highway Suite C-120 Austin, Texas 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mar 24, 2015 04:03 PM

2015043396

PEREZTA: \$46.00

Dana DeBeauvoir, County Clerk Travis County TEXAS

# Exhibit C:

# Alexander Emerick Jones' Grant of Deed of Trust in Pedernales Hills Ranch Blanco County March 19, 2015

¶15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

# 150815

3-19-15 2:25 COT

Date:

Grantor: Alexander Emerick Jones

Grantor's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Trustee: James S. Gilbreath

Trustee's Mailing Address: 1301 S. Capital of Texas Highway, Suite C-120, Austin, Travis

County, Texas 78746

Beneficiary: Kelly R. Jones

Beneficiary's Mailing Address: 12250 Trautwein Road, Austin, Hays County, Texas 78737

Note

Date:

Original Principal Amount: \$2,727,951.00

Maker: Alexander Emerick Jones

Payee: Kelly R. Jones

Maturity Date: Payable in 72 equal monthly installments of \$43,933.00 each beginning 45 days after the signing of the Final Decree of Divorce in Cause No. 13-2647 by the Presiding Judge of the 428th Judicial District Court of Hays County, Texas.

Property (including any improvements):

Pedernales Hills Ranch, Lot 18, 5.01 Acres, legally described as BEING Tract 18, PEDERNALES HILLS RANCHES, a subdivision situated in Blanco County, Texas, according to Plat in Volume 1, Page 123-126, Plat Records of Blanco County, Texas; TOGETHER WITH ingress and egress easement more particularly described in Volume 112, Page 782, Deed Records of Blanco County, Texas.

Prior Lien(s): None.

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

1

Laura Wella

County Glerk, Blanco County, Texas

## Clauses and Covenants

# A. Grantor's Obligations

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Grantor agrees to-

- 1. keep the property in good repair and condition;
- 2. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- 3. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- 4. maintain all insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary at least ten days before the expiration of the Required Insurance Coverages;
  - 5. obey all laws, ordinances, and restrictive covenants applicable to the property;
  - 6. keep any buildings occupied as required by the Required Insurance Coverages;
- 7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
  - 8. notify Beneficiary of any change of address.

# B. Beneficiary's Rights

- 1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
- 3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.
- 4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

- 5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
- 6. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may
  - a, declare the unpaid principal balance and earned interest on the note immediately due;
  - b. exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect;
  - direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
- 7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

# C. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will-

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- sell and convey all or part of the property "AS IS" to the highest bidder for cash
  with a general warranty binding Grantor, subject to prior liens and to the other exceptions to
  conveyance and warranty and without representation or warranty, express or implied, by Trustee;
  - 3. from the proceeds of the sale, pay, in this order
    - a. expenses of foreclosure, including a reasonable commission to Trustee;
    - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    - c. any amounts required by law to be paid before payment to Grantor; and
    - d. to Grantor, any balance; and
- 4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust

created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

## D. General Provisions

- 1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
  - 2. Recitals in any trustee's deed conveying the property will be presumed to be true.
- 3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
- 5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- 6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.
- 7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code, as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.
- 8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded.

This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

- 9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
- 10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.
  - 11. When the context requires, singular nouns and pronouns include the plural.
- 12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.
- 13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.
  - 14. If Grantor and Maker are not the same person, the term Grantor includes Maker.
- 15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.
- 16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
- 17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- 18. Grantor represents that this deed of trust and the note are given for the following purposes:

This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. 13-2647, rendered by the 428th Judicial District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of R.A.J., C.A.J. and G.G.J., minor children."

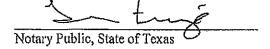
Alexander Emerick Jones

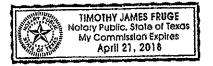
STATE OF TEXAS

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COUNTY OF

This instrument was acknowledged before me on Mrch 19th 2015 by the Back of the Moon, undersigned Alexander Emerick Jones, Grantor





After Recording, Return To:

James S. Gilbreath 1301 S. Capital of Texas Highway Suite C-120 Austin, Texas 78746

STATE OF TEXAS
CONTRY OF BLANCO
Thereby codify that Bis instanced was FILED in File Number Sequence or the
determities the stamped icoson by me and was duty RECORDEO in Obtacl
Public records of Bisaco Comity, Texas on

MAR 26 2015



HUNO YOUDO COUNTY CLERK BLANCO COUNTY, TEXAS

# Exhibit D:

Spreadsheet Showing All Pending Lawsuits involving Alexander E. Jones as of January 23, 2020

	2019 0611	2:18cv1830	Matt Furie V, Intowars	Copyright infringement	Over LOO
1019 1001	2018 1106	4-18cu67111	Fine Speech Systems, LLCV, Pavoal Inc.	Diversity- Other Contract	50-100
2017 1004	2018 0306	2:17697267	Genaldine Pierce It Al V. Donald J. Trump Et Al (Induding Infowarrs)	Prisoner Gwi Rights	Over 100
2018 1002	N/A	03-18-00550-CV	Alex E. Jones; Infowars, LLC; Free Speech Systems, LLC; and Owen Shroyer vs Neil Heslin	Interlocutory; Appeal	Over 100
6110_8100	N/A	RG18889903	Center For Environmental Health VS Free Speech Systems, ILC	Taxle Tart/Environmental; General Civil	201-05
2018_1033	N/A	D-1-GN-18-006623	LEWIS V JONES ET AL	DIHER CIVIC; CIMI	20-100
2018 0313	N/A	3:18cy17	Gilmore V. Jones &t Al	Diversity-tibel/Assault, Slander	Diver 100
2018 0416	N/A	D-1-GN-18-001835	HESLIN A JONES	DEFAMATION SLANDER LIBEL; CIVIL	901.00
2018_0402	N/A	D-1-GR-18-00160S	FORTAINE V JOHES	DEFAMATION SLANDER UBEL: CIVIL	50-100
2019 BD80 8102	N/A	D-1-GN-19-004651	HESLIW V. JOHES	DAMAGES OTHER; CIVIL	90-50
2018_0416	H/A	D-1-GN-18-001842	POZNER V. JONES	DEFAMATION SLANDER LIBEL; CIMI	30-50
2018_0913	N/A	03-18-00603-CV	Alex E, Janes; Infowars, LLC; and Free Speech Systems, LLC vs Leonard Pozner and Verprique De La Rosa	interlocutory, Appeal	00.00
2019_0307	N/A	1:19cv656	Corsi Et Al V. Infowors, Lic Et Al	Diversity-Eitel, Assaul, Slander	190.02
2018_0523	ΝĮΑ	CV-18-6075078-5	LAFFERTY, ERICA EL ALVS. JOHES, ALEX EMPIC EL AI	DORTS - DEFAMATION, CIVIL	20170
7018_0713	2011 1102	3:28cv1356	Lafferty Et Af V. Jones & A.J.	Diversity-Doel, Assour, Stander	20.100
2018_1205	N/A	CV-18-6045438-5	SHERLACH, WILLIAM Et AFV. JOHES, ALCK ENRIG Et AF	TORTS - DEFAMATION; CIVIL	30.100
2018_0917	N/A	03-18-00614-CV	Infowars, LLC: Free Speech Systems, LLC; and Kit Daniels vs Marcel Fontaine	Interfocutory; Appeal	20-30
ZD18_0706	N/A	CV-18-6076475-S	SHERVACH, WILLIAM Vs. JONES, ALEX EVAI	TORTS - DEFAMATION, CIVIL	50-100
019_0222	N/A	03-19-00112-CV	In Re Alex 6, fones; InfoWars, LLC; and Prog Speach Systems, LLC	Mandamus; Apped	40-50
7019_0624	N/A	03-19-00423-CV	Alex E, Jones, Infowars, ILC; and free Speech Systems, ILC to Scarfelt Lewis	Interlocutory; Appeal	70-30
019_0925	N/A	1;19cv941	Jones V. Wu Et Al	Oiversity-Libel, Assault, Stander	, in
2019_0298	2019_1115	9:190/711	Free Speech Systems Liz V. Mervel	Declaratory Judgement	(b)1-05
2017_1204	2018_0213	1:176/7026	Mariasy V. Free Speech Systems, I/c	Copyright infringement	23 (
019_0511	N/A	1:190/511	Dodson V. Free Speech Systems, tie	Copyright intringement	
20171113	2016_0227	4:17cx6554	Caveman Foods, ilc V. Free Speech Systems, ilc	Trademark Intringement (Lanham Act)	
2017_0424	N/A	CV42-17-1659	Chohoni, LLC vs. Alexander Jones, infoWars, LLC, Free Speech Systems, LLC,	N/A	=
THE PARTY	7010 2420	1.10.070000	Want V Clare	Diversity-libel, Assault, Slander	29